



Notice of Competitive Oil & Gas Lease Sale

February 4, 2003



**United States Department of the Interior
Bureau of Land Management
Wyoming State Office**

December 20, 2002

Notice of Competitive Oil and Gas Lease Sale

We wish to announce that in accordance with 43 CFR Part 3120, we will offer for competitive sale certain lands in the States of Wyoming and Nebraska for Federal oil and gas leasing. This notice describes-

- The time and place of the sale;
- How the sale will be conducted;
- How to participate in the bidding process;
- The sale process;
- How long the sale will last;
- The conditions of the sale;
- How to file a noncompetitive offer after the sale;
- How to file a presale noncompetitive offer; and
- How to file a protest to our offering the lands in this Notice.

Beginning on page 1 of this Notice is a list of the lands we are offering at this sale. The lands are described by parcel number and legal land description. They are listed in Range and Township order by state and land type and will be offered in that sequence. Below each parcel we have included any stipulations, lease notices, special conditions, or restrictions that will be made a part of the lease at the time we issue it. We have also identified those parcels where the United States owns less than 100 percent interest in the oil and gas mineral rights, have pending presale noncompetitive offers to lease, and are not available for noncompetitive offers to lease if they receive no bid at this sale. For your convenience, we are also including copies of the stipulations, lease notices, etc. affecting the parcels in this sale.

When and where will the sale take place?

When: The competitive sale will begin at 8:00 a.m. on Tuesday, February 4, 2003. The sale room and receiving room will open one hour earlier so you can register and get your bidding number.

Where: We will hold the sale at the Holiday Inn, Convention Center, 204 West Fox Farm Road (I-80 and US85), Cheyenne, Wyoming. A block of rooms at the rate of \$55.00 for single occupancy and \$65.00 for double occupancy has been reserved for sale participants at the Holiday Inn. For room reservations, contact the Holiday Inn at

(307) 638-4466. When making room reservations, please state that you are attending the **BLM Oil and Gas Auction**.

Access: The sale room is accessible to persons with disabilities. If you need an auxiliary aid or service to participate in the sale, such as sign language interpreter or materials in an alternate format, contact **Linda Gookin at (307) 775-6162** or **Margaret Lucero at (307) 775-6184** by January 14, 2003.

How will the sale be conducted?

The sale will be conducted by oral auction. You must make your bids verbally. The winning bid is the highest verbal bid equal to or exceeding the national minimum acceptable bid.

How do I participate in the bidding process?

To participate in the bidding process, you must fill out a registration form identifying the lessee's name and address that will be shown on the lease form and get a bidding number. If you are an agent representing more than one lessee, you must register and get a bidding number for each lessee you represent. We will begin registering bidders at 7:00 a.m. on the day of the sale in the receiving room. You must display your bid number to the auctioneer when you make a bid.

What is the sale process?

Starting at 8:00 a.m. on the day of the sale-

The auctioneer will offer the parcels in the order they are shown in this Notice, beginning on page 1;

All bids are on a per-acre basis for the entire acreage in the parcel; and

The decision of the auctioneer is final. However, if you believe the auctioneer has made an error or not acknowledged your bid, you must immediately make your concerns known to the auctioneer. Once the auctioneer has opened the bidding on the next parcel available for an oil and gas lease, the decisions made on the previous parcels offered are final.

The minimum bid BLM can accept is \$2 per acre or fraction of an acre. If a parcel contains fractional acreage, round it up to the next whole acre. For example, a parcel of 100.51 acres requires a minimum bid of \$202 (\$2 x 101 acres).

How long will the sale last?

We begin the sale at 8:00 a.m. and it continues until all of the parcels in this Notice have been offered. The length of the sale depends on the number of parcels we are offering and the pace of the

bidding. We usually take a 15-minute break at 9:30 a.m. to give you a chance to stretch, get refreshments or make phone calls. Normally, the sale is done by noon. However, there are times when the sale goes into the afternoon. When that happens, we will take a lunch break.

What conditions apply to the lease sale?

Parcel withdrawal or sale cancellation: We reserve the right to withdraw any or all parcels before the sale begins. If we withdraw a parcel(s), and time permits, we will post a notice in the Wyoming State Office Public Room before the day of the sale. We will announce withdrawn parcels before beginning the sale. If we cancel the sale, we will notify you as soon as possible.

Fractional interests: If the United States owns less than 100 percent of the oil and gas mineral interest for the land in a parcel we will show that information with the parcel. When we issue the lease, it will be for the percentage or fraction of interest the United States owns. However, you must calculate your bonus bid and advance rental payment on the gross acreage in the parcel, not the United States net interest. For example, if a parcel contains 200 acres and the United States owns 50 percent of the oil and gas mineral interest, the minimum bonus bid will be \$400 (\$2 X 200 acres) and the advance annual rental will be \$300 (\$1.50 X 200 acres) for the first 5-years and \$400 (\$2 X 200 acres) for the remainder of the lease term. Conversely, your chargeable acreage and royalty on production will be calculated on the United States net oil and gas mineral interest.

Payment due on the day of the sale: For each parcel you are the successful high bidder, you must pay the minimum bonus bid of \$2 per acre or fraction of an acre; the first years advance annual rental of \$1.50 per acre or fraction of an acre; and a non-refundable administrative fee of \$75. You must make this payment in our receiving room at the sale site either during, or immediately following the sale.

Remaining payments: If your bonus bid was more than \$2 per acre or fraction of an acre and you didn't pay the full amount on the day of the sale, you must pay the balance of your bonus bid by **4:00 p.m. on February 19, 2003**, which is the 10th working day following the sale. **If you do not pay in full by this date, you lose the right to the lease and you will forfeit the money you paid on the day of the sale.** If you forfeit a parcel, we may offer it at a later sale.

Forms of payment: You may pay by personal check, certified check, money order, or credit card (Visa, MasterCard, American Express or Discover Card only). We cannot accept cash. If you plan to make your payment using a credit card, you should contact your bank prior to the sale and let them know you will be making a substantial charge against your account. This will help lessen any authorization problems on the day of the sale. If you pay by check, please make your check payable to: **Department of the Interior-BLM**. If a check

you have sent to us in the past has been returned for insufficient funds, we may ask that you give us a guaranteed payment, such as a certified check. If you pay by credit card and the transaction is refused, we will try to notify you early enough so that you can make other payment arrangements. **However, we cannot grant you any extension of time to pay the money that is due the day of the sale.**

Bid form: On the day of the sale, if you are the successful bidder, you must give us a properly completed and signed competitive bid form (Form 3000-2, Oct. 1989, or later edition, copy included) with your payment. This form is a legally binding offer by the prospective lessee to accept a lease and all its terms and conditions. Once the form is signed, you cannot change it. ***We will not accept any bid form that has information crossed out or is otherwise altered.***

We recommend you get a copy of the bid form and complete all but the money part before the sale. You can fill out the money part at the sale. Your completed bid form certifies that:

- (1) You and the prospective lessee are qualified to hold an oil and gas lease under our regulations at 43 CFR 3102.5-2; and
- (2) Both of you have complied with 18 U.S.C. 1860, a law that prohibits unlawful combinations, intimidation of and collusion among bidders.

Lease terms: A lease issued as a result of this sale will have a primary term of 10 years. It will continue beyond its primary term as long as oil or gas is produced in paying quantities on or for the benefit of the lease. Advance rental at \$1.50 per acre or fraction of an acre for the first 5 years (\$2 per acre after that) is due on or before the anniversary date each year until production begins. Once a lease is producing, you must pay a royalty of 12.5 percent of the value or the amount of production removed or sold from the lease. You will find other lease terms on our standard lease form (Form 3100-11, June 1988 or later edition, copy included).

Stipulations: Stipulations are part of the lease and supercede any inconsistent provisions of the lease form.

Lease Issuance: After we receive the bid form, all money due, and, if appropriate, your unit joinder information, we can issue the lease. Usually, a lease is effective the first day of the month following the month in which we sign it. If you want your lease to be effective the first day of the month in which we sign it, you must ask us in writing to do this. We have to receive your request before we sign the lease.

Legal Land Descriptions: We prepared this Notice with land status information from our Legacy Rehost 2000 (LR2000) case recordation system. We are providing you with the following information to assist you in understanding the legal descriptions given for each parcel:

→ The township and range contains additional zeros. For example, T. 37 N., R. 62 W., is shown as, T.0370N, R.0620W (additional zeros underlined).

→ The section numbers contain additional leading zeros. For example, section 4 is shown as sec.004.

→ Lands are described separately by lots, aliquot parts, tracts, and exceptions to survey for each section.

→ Railroad rights-of-way exclusions are described as to only those lands affected.

→ LR2000 will code a ½ township as a 2 in the database. This 2 will appear as the last digit in the number. For example, T. 14½ N., will appear as T.0142N.

Cellular Phone Usage: You are restricted from using cellular phones in the sale room during the oral auction. You must confine your cellular phone usage to the hallway or terrace area outside the sale room when the auction is taking place.

Other Conditions of the Sale: At the time the sale begins, we will make any rules regarding sale procedures that we feel are necessary for the proper conduct of the sale.

NONCOMPETITIVE OFFERS TO LEASE

What parcels are available for noncompetitive offers to lease?

Unless stated in this Notice, parcels that do not receive a bid at the competitive sale are available for noncompetitive offers to lease beginning the first business day following the day of the sale. If not withdrawn, these parcels are available for noncompetitive offers to lease for a period of two years following the day of the sale.

How do I file a noncompetitive offer to lease after the sale?

If you want to file a noncompetitive offer to lease on an unsold parcel, you must give us-

Three copies of form 3100-11, *Offer to Lease and Lease for Oil and Gas* properly completed and signed. **(Note: We will accept reproductions of the official form, including computer generated forms, that are legible and have no additions, omissions, other changes, or advertising. If you copy this form you must copy both sides on one page. If you copy the form on 2 pages or use an obsolete lease form, we will reject your offer).** You must describe the lands in your offer as specified in our regulations at 43 CFR §3110.5; and

Your payment for the total of the \$75 filing fee and, except for noncompetitive future interest lease offers, the first year's advance rental computed at \$1.50 per acre or fraction of an acre. Remember to round up any fractional acreage when you calculate the rental amount.

For your convenience, a drop box will be available at the sale site on the day of the sale to receive your noncompetitive offers to lease. We consider all offers filed the day of a sale and the first business day after it, for any of the unsold parcels, to be filed as of 9:00 a.m. the first business day following the day of the sale. If a parcel receives more than one offer, we will hold a drawing to pick the winner (see 43 CFR 1822.17). We have identified those parcels that have pending presale offers.

A noncompetitive presale offer to lease has priority over any other noncompetitive offer to lease filed after the sale.

How do I file a noncompetitive presale offer?

Under our regulations at 43 CFR 3110.1(a), you may file a noncompetitive presale offer to lease for lands that-

- Are available; and

- Have not been under lease during the previous one-year period; or

- Have not been included in a competitive lease sale within the previous two-year period.

Your noncompetitive presale offer to lease must be filed prior to the official posting of this sale Notice. If your presale offer was timely filed, was complete and we do not receive a bid for the parcel that contains the lands in your offer, it has priority over any other noncompetitive offer to lease for that parcel filed after the sale. Your presale offer to lease is your consent to the terms and conditions of the lease, including any additional stipulations. If you want to file a presale offer, follow the guidance listed above for filing a noncompetitive offer after the sale and the regulations at 43 CFR 3110.1(a).

When are the next competitive oil and gas lease sales scheduled?

We have tentatively scheduled our next four competitive lease sales for April 1, 2003, June 3, 2003, August 5, 2003 and October 7, 2003.

How can I find out the results of this sale?

We will post the sale results in our Public Room. You can buy (\$5) a printed copy of the results list by contacting our Public Information Section at (307) 775-6256. Both this sale Notice and the results list will be available at our public internet site: <http://www.wy.blm.gov>.

May I protest BLM's decision to offer the lands in this Notice for lease?

If you are adversely affected by our decision to offer the lands in this Notice for lease, you may protest the decision to the State Director under regulation 43 CFR 3120.1-3. You must submit your protest in writing to the State Director during our regular business hours of 9:00 a.m. to 4:00 p.m. local time, Monday through Friday, excluding Federal holidays, prior to the day of the sale. If you file your protest by means of a facsimile machine (fax), the fax must be received by the State Director prior to the day of the sale. Subsequent to your fax transmission, you must submit a hard copy of your protest to the State Director. Regardless of the method you use to submit your protest (United States Postal Service, courier, hand delivery, fax, etc.), it must be received by the State Director during our regular business hours of 9:00 a.m. to 4:00 p.m. local time, Monday through Friday, excluding Federal holidays, prior to the day of the sale. **Please note, you may not submit your protest electronically via email.** Generally, if we are unable to decide the protest before the sale, we will hold the sale while we consider the merits of your protest.

You may review the decision to offer the lands for lease and the supporting National Environmental Policy Act documents in our Public Room. Our Public Room hours are from 9 a.m. to 4 p.m. Monday through Friday, except on Federal Holidays.

Whom should I contact if I have a question?

If you have questions on BLM stipulations, lease notices, etc., please contact the appropriate BLM Field Office for assistance. We have included a map that depicts the boundary of each of our Field Offices and a list of their addresses and telephone numbers. If you have questions on another surface management agency's stipulations or restrictions, etc., for parcels under their surface management jurisdiction, please contact Gene Zinkowich, Bureau of Reclamation, Great Plains Region, P. O. Box 36900, Billings, MT 59107-6900, (telephone number 406-247-7719) or U.S.D.A. Forest Service, Douglas Ranger District, 2250 East Richards, Douglas, WY 82633 (telephone number 307-358-4690). For general information about the competitive oil and gas lease sale process, this Notice, or to receive copies of the bid receipt and lease form, please contact **Linda Gookin at (307) 775-6162** or **Margaret Lucero at (307) 775-6184**.

/s/ Pamela J. Lewis

Pamela J. Lewis
Chief, Fluid Minerals Adjudication

WY-0302-001 641.800 Acres

T.0410N, R.0630W, 06th PM, WY
Sec. 019 LOTS 1-4;
 019 N2NE,E2NW;
 020 W2;
Weston County
Newcastle FO
THUNDER BASIN NG
Stipulations:
Lease Notice No. 1
Lease Notice No. 2
2 FS Lease Notices
CSU (1) Surface occupancy or use may be
 restricted or prohibited if paleontological
 sites exist unless paleontological sites are
 avoided or the operator and surface managing
 agency arrive at an acceptable plan for
 mitigation of anticipated impacts;(2) as
 mapped on the Newcastle Field Office/Niobrara
 County Oil and Gas Map Overlay System; (3)
 protecting Lance Creek Fossil Area
 paleontological values.

WY-0302-002 1830.930 Acres

T.0420N, R.0640W, 06th PM, WY
Sec. 001 LOTS 5,6;
 002 LOTS 6;
 013 LOTS 1,3;
 023 LOTS 1,3-8;
 025 LOTS 1-8;
 026 LOTS 1-16;
 028 LOTS 1,6;
 035 LOTS 1-6,8,12;
Weston County
Newcastle FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

WY-0302-003 394.850 Acres

T.0430N, R.0640W, 06th PM, WY
Sec. 004 LOTS 1;
 007 NWNE;
 017 SWSW;
 018 LOTS 4;
 018 E2SW,SE;
Weston County
Newcastle FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

WY-0302-004 75.040 Acres

T.0440N, R.0640W, 06th PM, WY
Sec. 003 LOTS 2,3;
Weston County
Newcastle FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

WY-0302-005 1160.140 Acres

T.0420N, R.0650W, 06th PM, WY
Sec. 019 LOTS 4;
 019 SESW;
 027 SW;
 032 W2NE,NENW,N2SE;
 033 E2E2;
 034 S2NE,W2,SE;
Weston County
Newcastle FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

WY-0302-006 1866.430 Acres

T.0430N, R.0650W, 06th PM, WY
Sec. 005 SWNW,NWSW,S2S2;
 006 SESW;
 007 LOTS 2;
 007 NENW;
 008 NWNE;
 009 NWNW;
 012 NESW,W2SE;
 013 NE,NENW,S2NW,S2;
 019 LOTS 1-3;
 019 N2NE,E2NW,NESW;
 021 NENE,NWNW;
 022 SWSW;
 023 SESE;
 024 SW,S2SE;
Weston County
Newcastle FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

WY-0302-007 235.840 Acres

T.0500N, R.0680W, 06th PM, WY
Sec. 010 LOTS 1-3,6-8;
Crook County
Newcastle FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

WY-0302-008 1423.960 Acres

T.0460N, R.0690W, 06th PM, WY

Sec. 002 LOTS 5;
008 LOTS 1-16;
009 LOTS 9,10,15,16;
012 LOTS 1,6-8;
013 LOTS 1,2;
014 LOTS 1-3,6;
015 LOTS 5-8;

Campbell County

Buffalo FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
protecting Sage Grouse and Raptor nesting
habitat.

CSU (1) The lease area may now or hereafter
contain plants, animals, or their habitats
determined to be threatened, endangered, or
other special status species. BLM may
recommend modifications to exploration and
development proposals to further its
conservation and management objective to
avoid BLM-approved activity that will
contribute to a need to list such a species
or their habitat. BLM may require
modifications to or disapprove proposed
activity that is likely to result in jeopardy
to the continued existence of a proposed or
listed threatened or endangered species or
result in the destruction or adverse
modification of a designated or proposed
critical habitat. BLM will not approve any
ground-disturbing activity that may affect
any such species or critical habitat until it
completes its obligations under applicable
requirements of the Endangered Species Act as
amended, 16 U.S.C. § 1531 *et seq.*, including
completion of any required procedure for
conference or consultation; (2) as mapped on
the Buffalo RMP map; (3) protecting
Haliaeetus leucocephalus (Bald eagle).

WY-0302-009 1915.370 Acres

T.0460N, R.0690W, 06th PM, WY

Sec. 003 LOTS 11-14;
004 LOTS 5-20;
005 LOTS 5-20;
009 LOTS 1-8,11-14;

Campbell County

Buffalo FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
protecting Sage Grouse and Raptor nesting
habitat.

WY-0302-010 240.570 Acres

T.0460N, R.0690W, 06th PM, WY

Sec. 010 LOTS 12,13;
035 LOTS 1,2,7,8;

Campbell County

Buffalo FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
protecting Sage Grouse and Raptor nesting
habitat.

WY-0302-011 815.560 Acres

T.0460N, R.0690W, 06th PM, WY

Sec. 014 LOTS 5,7-10;
015 LOTS 1-4;
023 LOTS 1-3,7,8;
024 LOTS 7-10,15,16;

Campbell County

Buffalo FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
protecting Sage Grouse and Raptor nesting
habitat.

WY-0302-012 1077.110 Acres

T.0460N, R.0690W, 06th PM, WY

Sec. 017 LOTS 5;
023 LOTS 4,6,9-16;
024 LOTS 3-6,11-14;
035 LOTS 9-16;

Campbell County

Buffalo FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
protecting Sage Grouse and Raptor nesting
habitat.

CSU (1) The lease area may now or hereafter
contain plants, animals, or their habitats
determined to be threatened, endangered, or
other special status species. BLM may
recommend modifications to exploration and
development proposals to further its
conservation and management objective to
avoid BLM-approved activity that will
contribute to a need to list such a species
or their habitat. BLM may require
modifications to or disapprove proposed
activity that is likely to result in jeopardy
to the continued existence of a proposed or
listed threatened or endangered species or
result in the destruction or adverse
modification of a designated or proposed
critical habitat. BLM will not approve any
ground-disturbing activity that may affect
any such species or critical habitat until it
completes its obligations under applicable
requirements of the Endangered Species Act as
amended, 16 U.S.C. § 1531 *et seq.*, including
completion of any required procedure for
conference or consultation; (2) as mapped on
the Buffalo RMP map; (3) protecting
Haliaeetus leucocephalus (Bald eagle).

WY-0302-013 1280.220 Acres

T.0460N, R.0690W, 06th PM, WY

Sec. 021 LOTS 1-16;
 034 LOTS 1-9,14,15;
 034 SWNE;
 035 LOTS 3-6;

Campbell County

Buffalo FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
 protecting Sage Grouse and Raptor nesting
 habitat.

CSU (1) The lease area may now or hereafter
 contain plants, animals, or their habitats
 determined to be threatened, endangered, or
 other special status species. BLM may
 recommend modifications to exploration and
 development proposals to further its
 conservation and management objective to
 avoid BLM-approved activity that will
 contribute to a need to list such a species
 or their habitat. BLM may require
 modifications to or disapprove proposed
 activity that is likely to result in jeopardy
 to the continued existence of a proposed or
 listed threatened or endangered species or
 result in the destruction or adverse
 modification of a designated or proposed
 critical habitat. BLM will not approve any
 ground-disturbing activity that may affect
 any such species or critical habitat until it
 completes its obligations under applicable
 requirements of the Endangered Species Act as
 amended, 16 U.S.C. § 1531 et seq., including
 completion of any required procedure for
 conference or consultation; (2) as mapped on
 the Buffalo RMP map; (3) protecting
 Haliaeetus leucocephalus (Bald eagle).

WY-0302-014 159.300 Acres

T.0460N, R.0690W, 06th PM, WY

Sec. 027 LOTS 1,2,7,8;

Campbell County

Buffalo FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
 protecting Sage Grouse and Raptor nesting
 habitat.

WY-0302-015 79.670 Acres

T.0480N, R.0700W, 06th PM, WY

Sec. 022 LOTS 16;
 027 LOTS 1;

Campbell County

Buffalo FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
 protecting Sage Grouse and Raptor nesting
 habitat.

WY-0302-016 949.570 Acres

T.0380N, R.0770W, 06th PM, WY

Sec. 019 LOTS 3,4;
 019 E2SW;
 030 LOTS 1-4;
 030 E2,E2W2;

T.0380N, R.0780W, 06th PM, WY

Sec. 024 NW;

Natrona County

Casper FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Mar 1 to Jun 30; (2) entire lease; (3)
 protecting Sage Grouse nesting habitat.

WY-0302-017 120.000 Acres

T.0310N, R.0830W, 06th PM, WY

Sec. 013 S2SW,NWSE;

Natrona County

Casper FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Mar 1 to Jun 30; (2) entire lease; (3)
 protecting Sage Grouse nesting habitat.

CSU (1) The lease area may now or hereafter
 contain plants, animals, or their habitats
 determined to be threatened, endangered, or
 other special status species. BLM may
 recommend modifications to exploration and
 development proposals to further its
 conservation and management objective to
 avoid BLM-approved activity that will
 contribute to a need to list such a species
 or their habitat. BLM may require
 modifications to or disapprove proposed
 activity that is likely to result in jeopardy
 to the continued existence of a proposed or
 listed threatened or endangered species or
 result in the destruction or adverse
 modification of a designated or proposed
 critical habitat. BLM will not approve any
 ground-disturbing activity that may affect
 any such species or critical habitat until it
 completes its obligations under applicable
 requirements of the Endangered Species Act as
 amended, 16 U.S.C. § 1531 et seq., including
 completion of any required procedure for
 conference or consultation; (2) entire lease;
 (3) protecting *Mustela nigripes* (Black-footed
 ferret); Species affected by water
 depletions from the Platte River system.

WY-0302-018 80.000 Acres

T.0310N, R.0830W, 06th PM, WY

Sec. 014 S2SW;

Natrona County

Casper FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Mar 1 to Jun 30; (2) entire lease; (3) protecting Sage Grouse nesting habitat.

CSU (1) The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 et seq., including completion of any required procedure for conference or consultation; (2) entire lease; (3) protecting Species affected by water depletions from the Platte River system.

WY-0302-019 640.000 Acres

T.0310N, R.0830W, 06th PM, WY

Sec. 015 ALL;

Natrona County

Casper FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Mar 1 to Jun 30; (2) entire lease; (3) protecting Sage Grouse nesting habitat.

CSU (1) The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 et seq., including completion of any required procedure for conference or consultation; (2) entire lease; (3) protecting Species affected by water depletions from the Platte River system.

CSU (1) Surface occupancy or use within 1/4 mile of a Sage/Sharp-tailed Grouse strutting/dancing ground will be restricted or prohibited unless the operator and surface managing agency arrive at an acceptable plan for mitigation of anticipated impacts; (2) Sec 15:NENE; (3) protecting Sage/Sharp-tailed Grouse breeding habitat.

WY-0302-020 320.000 Acres

T.0310N, R.0830W, 06th PM, WY
Sec. 022 N2;

Natrona County

Casper FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
 protecting Sage Grouse and Raptor nesting
 habitat.
CSU (1) The lease area may now or hereafter
 contain plants, animals, or their habitats
 determined to be threatened, endangered, or
 other special status species. BLM may
 recommend modifications to exploration and
 development proposals to further its
 conservation and management objective to
 avoid BLM-approved activity that will
 contribute to a need to list such a species
 or their habitat. BLM may require
 modifications to or disapprove proposed
 activity that is likely to result in jeopardy
 to the continued existence of a proposed or
 listed threatened or endangered species or
 result in the destruction or adverse
 modification of a designated or proposed
 critical habitat. BLM will not approve any
 ground-disturbing activity that may affect
 any such species or critical habitat until it
 completes its obligations under applicable
 requirements of the Endangered Species Act as
 amended, 16 U.S.C. § 1531 et seq., including
 completion of any required procedure for
 conference or consultation; (2) entire lease;
 (3) protecting Species affected by water
 depletions from the Platte River system.

WY-0302-021 320.000 Acres

T.0310N, R.0830W, 06th PM, WY
Sec. 023 N2;

Natrona County

Casper FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Mar 1 to Jun 30; (2) entire lease; (3)
 protecting Sage Grouse nesting habitat.
CSU (1) The lease area may now or hereafter
 contain plants, animals, or their habitats
 determined to be threatened, endangered, or
 other special status species. BLM may
 recommend modifications to exploration and
 development proposals to further its
 conservation and management objective to
 avoid BLM-approved activity that will
 contribute to a need to list such a species
 or their habitat. BLM may require
 modifications to or disapprove proposed
 activity that is likely to result in jeopardy
 to the continued existence of a proposed or
 listed threatened or endangered species or
 result in the destruction or adverse
 modification of a designated or proposed
 critical habitat. BLM will not approve any
 ground-disturbing activity that may affect
 any such species or critical habitat until it
 completes its obligations under applicable
 requirements of the Endangered Species Act as
 amended, 16 U.S.C. § 1531 et seq., including
 completion of any required procedure for
 conference or consultation; (2) entire lease;
 (3) protecting Species affected by water
 depletions from the Platte River system.

WY-0302-022 2519.140 Acres

T.0370N, R.0850W, 06th PM, WY

Sec. 005 S2S2;
 007 NE,N2SE,SWSE;
 008 ALL;
 009 W2;
 017 ALL;
 018 LOTS 1-4;
 018 E2E2,E2W2;

Natrona County

Casper FO

PENDING OFFER WYW156359

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Feb 1 to Jul 31; (2) entire lease; (3)
 protecting Sage Grouse and Raptor nesting
 habitat.
CSU (1) Surface occupancy or use within 1/4 mile
 of a Sage/Sharp-tailed Grouse
 strutting/dancing ground will be restricted
 or prohibited unless the operator and surface
 managing agency arrive at an acceptable plan
 for mitigation of anticipated impacts; (2)
 Sec 8: S2SW,SWSE; Sec 17: N2NW,NWNE; (3)
 protecting Sage/Sharp-tailed Grouse breeding
 habitat.

WY-0302-023 322.580 Acres

T.0390N, R.0900W, 06th PM, WY

Sec. 005 LOTS 3,4;
 005 S2NW,W2SW;
 006 W2SE;

Fremont County

Lander FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Lander RMP lease stipulation overlay; (3) protecting big game crucial winter range.

CSU (1) The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 *et seq.*, including completion of any required procedure for conference or consultation; (2) as mapped on the Lander RMP lease stipulation overlay; (3) protecting *Charadrius montanus* (Mountain plover).

WY-0302-025 400.000 Acres

T.0390N, R.0920W, 06th PM, WY

Sec. 009 NWSE,SESE;
 010 S2;

Fremont County

Lander FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Lander RMP lease stipulation overlay; (3) protecting big game crucial winter range.

CSU (1) The lease area may now or hereafter contain plants, animals, or their habitats determined to be threatened, endangered, or other special status species. BLM may recommend modifications to exploration and development proposals to further its conservation and management objective to avoid BLM-approved activity that will contribute to a need to list such a species or their habitat. BLM may require modifications to or disapprove proposed activity that is likely to result in jeopardy to the continued existence of a proposed or listed threatened or endangered species or result in the destruction or adverse modification of a designated or proposed critical habitat. BLM will not approve any ground-disturbing activity that may affect any such species or critical habitat until it completes its obligations under applicable requirements of the Endangered Species Act as amended, 16 U.S.C. § 1531 *et seq.*, including completion of any required procedure for conference or consultation; (2) as mapped on the Lander RMP lease stipulation overlay; (3) protecting *Artemisia porteri* (Porter's sagebrush); *Charadrius montanus* (Mountain plover).

WY-0302-024 1280.000 Acres

T.0490N, R.0900W, 06th PM, WY

Sec. 025 ALL;
 026 ALL;

Big Horn County

Worland FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Mar 1 to Jun 30; (2) as mapped on the Washakie RMP Oil & Gas Leasing Map; (3) protecting Sage Grouse nesting habitat.

WY-0302-026 354.470 Acres

T.0430N, R.0920W, 06th PM, WY

Sec. 022 TR 55B;
 023 LOTS 3,4;
 023 TR 55A,55B;
 026 LOTS 1-3;
 026 TR 55A,55B,55C,55D;
 027 TR 55B,55C;

Hot Springs County

Worland FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Nov 15 to Apr 30; (2) as mapped on the Washakie RMP Oil & Gas Leasing Map; (3) protecting big game crucial winter range.

TLS (1) Mar 1 to Jun 30; (2) as mapped on the Washakie RMP Oil & Gas Leasing Map; (3) protecting Sage Grouse nesting habitat.

WY-0302-027 80.000 Acres

T.0430N, R.0930W, 06th PM, WY
Sec. 033 SWNE,NESE;
Hot Springs County
Worland FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

WY-0302-028 1873.090 Acres

T.0300N, R.0940W, 06th PM, WY
Sec. 001 LOTS 1-8;
 001 S2N2,SW;
T.0310N, R.0940W, 06th PM, WY
Sec. 025 W2NE,SENE,W2,SE;
 026 E2;
 035 E2;

Fremont County
Lander FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2
TLS (1) Nov 15 to Apr 30; (2) as mapped on the
 Lander RMP lease stipulation overlay; (3)
 protecting big game crucial winter range.
TLS (1) Feb 1 to Jul 31; (2) as mapped on the
 Lander RMP lease stipulation overlay; (3)
 protecting Raptor nesting habitat.
CSU (1) The lease area may now or hereafter
 contain plants, animals, or their habitats
 determined to be threatened, endangered, or
 other special status species. BLM may
 recommend modifications to exploration and
 development proposals to further its
 conservation and management objective to
 avoid BLM-approved activity that will
 contribute to a need to list such a species
 or their habitat. BLM may require
 modifications to or disapprove proposed
 activity that is likely to result in jeopardy
 to the continued existence of a proposed or
 listed threatened or endangered species or
 result in the destruction or adverse
 modification of a designated or proposed
 critical habitat. BLM will not approve any
 ground-disturbing activity that may affect
 any such species or critical habitat until it
 completes its obligations under applicable
 requirements of the Endangered Species Act as
 amended, 16 U.S.C. § 1531 et seq., including
 completion of any required procedure for
 conference or consultation; (2) as mapped on
 the Lander RMP lease stipulation overlay; (3)
 protecting *Charadrius montanus* (Mountain
 plover); Species affected by water depletions
 from the Platte River system.

WY-0302-029 829.480 Acres

T.0570N, R.0980W, 06th PM, WY
Sec. 022 S2S2S2NE,E2NW,SE;
 023 SE;
 023 TR 7,8,9,10 (EXCL 13.31
 AC IN RR ROW WYL05417);
 026 N2N2,W2SWNE,SENW;
 026 N2SWNWSE,W2NENWSE;
 026 NWSENWSE,NWNWSE;
 027 TR 4 (EXCL 6.73 AC IN RR
 ROW WYL05417);

Park County
Cody FO
BUREAU OF RECLAMATION
Stipulations:
Lease Notice No. 1
Lease Notice No. 2
BR GP-135
BR 3109-1

WY-0302-030 80.000 Acres

T.0450N, R.1010W, 06th PM, WY
Sec. 010 E2SE;

Hot Springs County
Worland FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

WY-0302-031 458.280 Acres

T.0570N, R.1030W, 06th PM, WY
Sec. 024 LOTS 1-4;
 024 W2E2,W2W2;

Park County

Cody FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Nov 15 to Apr 30; (2) as mapped on the
Cody RMP overlays; (3) protecting big game
crucial winter range.

CSU (1) Surface occupancy or use will be
restricted or prohibited unless the operator
and surface managing agency arrive at an
acceptable plan for mitigation of anticipated
impacts; (2) as mapped on the Cody RMP
overlays; (3) protecting Class I and II Visual
Resource Management Areas.

CSU (1) The lease area may now or hereafter
contain plants, animals, or their habitats
determined to be threatened, endangered, or
other special status species. BLM may
recommend modifications to exploration and
development proposals to further its
conservation and management objective to avoid
BLM-approved activity that will contribute to
a need to list such a species or their
habitat. BLM may require modifications to or
disapprove proposed activity that is likely to
result in jeopardy to the continued existence
of a proposed or listed threatened or
endangered species or result in the
destruction or adverse modification of a
designated or proposed critical habitat. BLM
will not approve any ground-disturbing
activity that may affect any such species or
critical habitat until it completes its
obligations under applicable requirements of
the Endangered Species Act as amended, 16
U.S.C. § 1531 et seq., including completion of
any required procedure for conference or
consultation; (2) as mapped on the Cody RMP
overlays; (3) Protecting *Ursus arcto*
horriibilis (Grizzly bear).

WY-0302-032 640.000 Acres

T.0210N, R.1110W, 06th PM, WY
Sec. 008 ALL;

Sweetwater County

Kemmerer FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

WY-0302-033 1280.000 Acres

T.0220N, R.1110W, 06th PM, WY
Sec. 022 ALL;
 034 ALL;

Sweetwater County

Kemmerer FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

WY-0302-034 960.000 Acres

T.0160N, R.1200W, 06th PM, WY
Sec. 024 ALL;
 032 E2;

Uinta County

Kemmerer FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Mar 1 to Jun 30; (2) as mapped on the
Kemmerer RMP stipulations overlay; (3)
protecting Sage Grouse nesting habitat.

WY-0302-035 842.560 Acres

T.0170N, R.1200W, 06th PM, WY
Sec. 034 ALL;
T.0170N, R.1210W, 06th PM, WY
Sec. 012 LOTS 5-8;

Uinta County

Kemmerer FO

Stipulations:

Lease Notice No. 1

Lease Notice No. 2

TLS (1) Mar 1 to Jun 30; (2) as mapped on the
Kemmerer RMP stipulations overlay; (3)
protecting Sage Grouse nesting habitat.

TLS (1) Nov 15 to Apr 30; (2) as mapped on the
Kemmerer RMP stipulations overlay; (3)
protecting big game crucial winter range.

CSU (1) Surface occupancy or use will be
restricted or prohibited unless the operator
and surface managing agency arrive at an
acceptable plan for mitigation of anticipated
impacts; (2) as mapped on the Kemmerer RMP
Visual Resource Management overlay; (3)
protecting Class I and II Visual Resource
Management Areas.

CSU (1) Surface occupancy or use within crucial
big game winter range will be restricted or
prohibited unless the operator and surface
managing agency arrive at an acceptable plan
for mitigation of anticipated impacts. This
plan may include development, operations, as
well as the number, location, and maintenance
of facilities; (2) as mapped on the Kemmerer
RMP stipulations overlay; (3) limiting winter
access, protecting habitat quality, and
preventing the loss of crucial big game
winter range.

WYOMING ACQUIRED

WY-0302-036 640.000 Acres

T.0410N, R.0630W, 06th PM, WY
Sec. 019 S2NE,E2SW,SE;
 020 E2;
Weston County
Newcastle FO
THUNDER BASIN NG
Stipulations:
Lease Notice No. 1
Lease Notice No. 2
2 FS Lease Notices
1 FS CSU
CSU (1) Surface occupancy or use may be
 restricted or prohibited if paleontological
 sites exist unless paleontological sites are
 avoided or the operator and surface managing
 agency arrive at an acceptable plan for
 mitigation of anticipated impacts;(2) as
 mapped on the Newcastle Field Office/Niobrara
 County Oil and Gas Map Overlay System; (3)
 protecting Lance Creek Fossil Area
 paleontological values.

WY-0302-037 320.000 Acres

T.0430N, R.0650W, 06th PM, WY
Sec. 020 E2;
Weston County
Newcastle FO
Stipulations:
Lease Notice No. 1
Lease Notice No. 2

NEBRASKA ACQUIRED

GSA SURPLUS LANDS

Oil and gas leasing authority for the following
lands was delegated to the Secretary of the
Interior by GSA pursuant to the Federal Property
and Administration Services Act of 1949, as
amended (40 U.S.C. 484, 486 (d)).

Sioux Ordnance Depot lands are GSA Surplus Lands
and are available by COMPETITIVE LEASING ONLY. If
no bids are received, they are not available for
NONCOMPETITIVE LEASE OFFER.

WY-0302-038 1280.000 Acres

T.0150N, R.0500W, 06th PM, NE
Sec. 032 ALL;
 033 ALL;
Cheyenne County
Newcastle FO
DEPARTMENT OF THE AIR FORCE
Stipulations:
Lease Notice No. 1
Lease Notice No. 2
Special Air Force Stipulation

Number of Parcels - 38

Total Acreage - 29785.960

Total number of Parcels with Presale Offers - 1

Total Acreage With Presale Offers - 2519.140

Any portion of the listed lands may be deleted upon
determination that such lands are not available for
leasing.

INFORMATION ABOUT:

BLM Offices in Wyoming



U.S. Department of the Interior

Bureau of Land Management

Wyoming State Office

P.O. Box 1828
Cheyenne, WY 82003-1828
5353 Yellowstone Road
Cheyenne, WY 82009-4178

Telephone: (307) 775-6256
Fax: (307) 775-6129
Office Hours: 7:45 – 4:30
Public Room Hours: 9:00 – 4:00

Buffalo Field Office

1425 Fort Street
Buffalo, WY
82834-2436
(307) 684-1100
Fax: (307) 684-1122

**Kemmerer
Field Office**
312 Highway 189 N.
Kemmerer, WY
83101-9711
(307) 828-4500
Fax: (307) 828-4539

**Pinedale
Field Office**
432 E. Mill Street
P.O. Box 768
Pinedale, WY
82941-0768
(307) 367-5300
Fax: (307) 367-5329

**Rock Springs
Field Office**
280 Highway 191 N.
Rock Springs, WY
82901-3447
(307) 352-0256
Fax: (307) 352-0329

**Casper
Field Office**
2987 Prospector Drive
Casper, WY
82604-2968
(307) 261-7600
Fax: (307) 261-7587

**Lander
Field Office**
1335 Main
P.O. Box 589
Lander, WY
82520-0589
(307) 332-8400
Fax: (307) 332-8447

**Rawlins
Field Office**
1300 N. Third
P.O. Box 2407
Rawlins, WY
82301-2407
(307) 328-4200
or (307) 328-4256
Fax: (307) 328-4224

**Worland
Field Office**
101 South 23rd
P.O. Box 119
Worland, WY
82401-0119
(307) 347-5100
Fax: (307) 347-5228

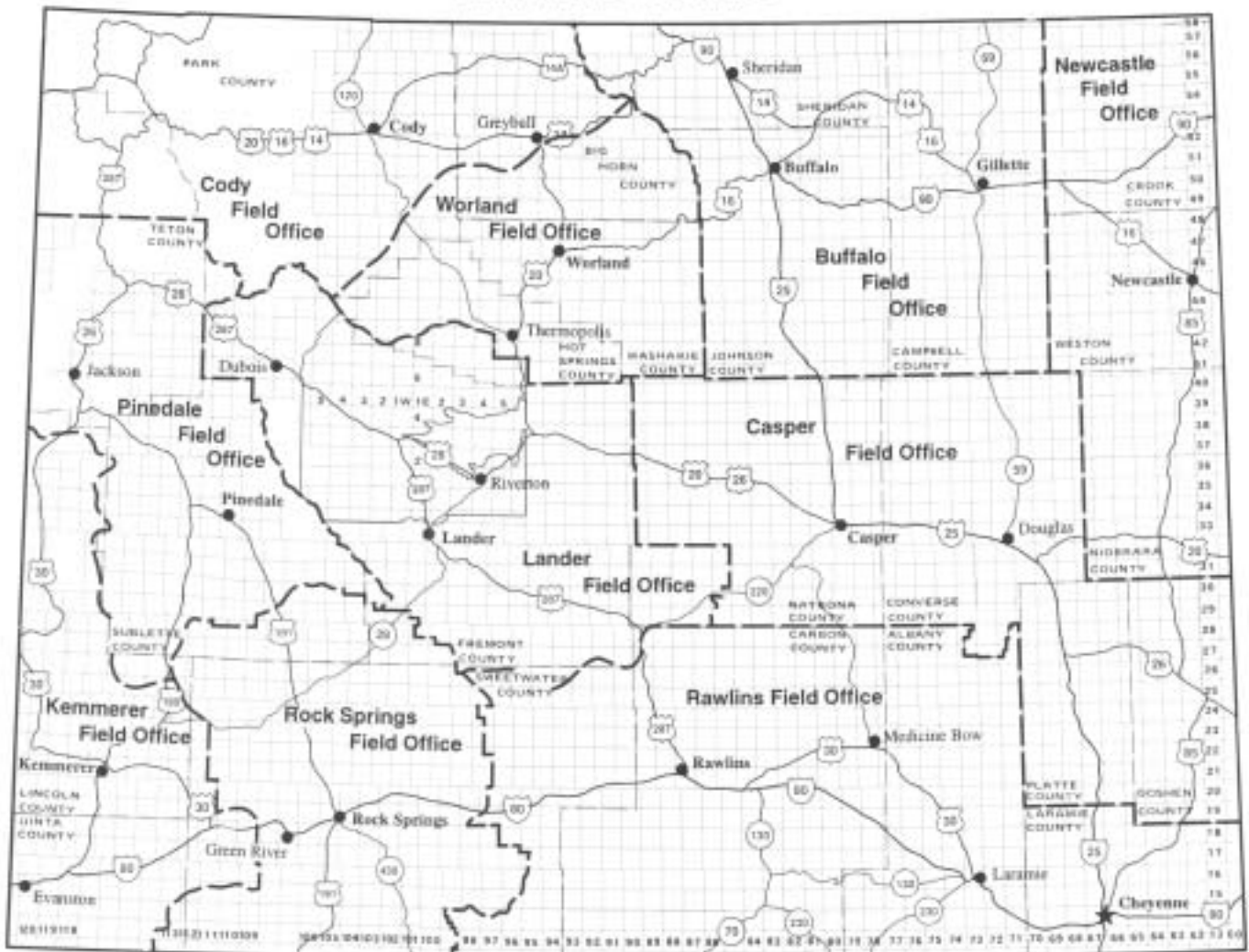
**Cody
Field Office**
1002 Blackburn
Cody, WY 82414-8464
(307) 578-5900
Fax: (307) 578-5939

**Newcastle
Field Office**
1101 Washington Blvd.
Newcastle, WY
82701-2968
(307) 746-6600
Fax: (307) 746-6639

Gillette Project Office
1901 Energy Court, Suite 160
P.O. Box 3768
Gillette, WY 82718-3768
(307) 686-6750
Fax: (307) 686-6755

Reservoir Management Group
2987 Prospector Drive
Casper, WY 82604-2968
(307) 261-7600
Fax: (307) 261-7539

WYOMING
Bureau of Land Management
Administrative Boundaries



Approximate Acres by County:

Big Horn	1,280.000	Uinta	1,802.560		
Campbell	6,991.760	Weston	6,929.190		
Crook	235.840				
Fremont	2,595.670				
Hot Springs	514.470				
Natrona	4,948.710				
Park	1,287.760				
Sweetwater	1,920.000				

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Serial No.

OFFER TO LEASE AND LEASE FOR OIL AND GAS

The undersigned (*reverse*) offers to lease all or any of the lands in Item 2 that are available for lease pursuant to the Mineral Leasing Act of 1920, as amended and supplemented (30 U.S.C. 181 et seq.), the Mineral Leasing Act for Acquired Lands of 1947, as amended (30 U.S.C. 351-359), the Attorney General's Opinion of April 2, 1941 (40 Op. Atty. Gen. 41), or the

READ INSTRUCTIONS BEFORE COMPLETING

1. Name
Street
City, State, Zip Code

2. This application/offer/lease is for: (*Check only One*) ☐ PUBLIC DOMAIN LANDS ☐ ACQUIRED LANDS (percent U.S. interest _____)
Surface managing agency if other than BLM: _____ Unit/project _____
Legal description of land requested: _____ *Parcel No.: _____ * Sale Date (m/d/y): ____/____/____
***SEE ITEM 2 IN INSTRUCTIONS BELOW PRIOR TO COMPLETING PARCEL NUMBER AND SALE DATE.**
T. _____ R. _____ Meridian _____ State _____ County _____

Amount remitted: Filing fee \$ _____ Rental fee \$ _____ Total acres applied for _____
Total \$ _____

DO NOT WRITE BELOW THIS LINE

3. Land included in lease:
T. _____ R. _____ Meridian _____ State _____ County _____

Total acres in lease _____
Rental retained \$ _____

This lease is issued granting the exclusive right to drill for, mine, extract, remove and dispose of all the oil and gas (except *helium*) in the lands described in Item 3 together with the right to build and maintain necessary improvements thereupon for the term indicated below, subject to renewal or extension in accordance with the appropriate leasing authority. Rights granted are subject to applicable laws, the terms, conditions, and attached stipulations of this lease, the Secretary of the Interior's regulations and formal orders in effect as of lease issuance, and to regulations and formal orders hereafter promulgated when not inconsistent with lease rights granted or specific provisions of this lease.

NOTE: This lease is issued to the high bidder pursuant to his/her duly executed bid or nomination form submitted under 43 CFR 3120 and is subject to the provisions of that bid or nomination and those specified on this form.

Type and primary term of lease: THE UNITED STATES OF AMERICA
☐ Noncompetitive lease (ten years)
☐ Competitive lease (ten years)
☐ Other _____
by _____ (Signing Officer)

(Title) (Date)
EFFECTIVE DATE OF LEASE _____

4. (a) Undersigned certifies that (1) offeror is a citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) all parties holding an interest in the offer are in compliance with 43 CFR 3100 and the leasing authorities; (3) offeror's chargeable interests, direct and indirect, in each public domain and acquired lands separately in the same State, do not exceed 246,080 acres in oil and gas leases (of which up to 200,000 acres may be in oil and gas options), or 300,000 acres in leases in each leasing District in Alaska of which up to 200,000 acres may be in options, (4) offeror is not considered a minor under the laws of the State in which the lands covered by this offer are located; (5) offeror is in compliance with qualifications concerning Federal coal lease holdings provided in sec. 2(a)(2)(A) of the Mineral Leasing Act, (6) offeror is in compliance with reclamation requirements for all Federal oil and gas lease holdings as required by sec. 17(g) of the Mineral Leasing Act; and (7) offeror is not in violation of sec. 41 of the Act.

(b) Undersigned agrees that signature to this offer constitutes acceptance of this lease, including all terms, conditions, and stipulations of which offeror has been given notice, and any amendment or separate lease that may include any land described in this offer open to leasing at the time this offer was filed but omitted for any reason from this lease. The offeror further agrees that this offer cannot be withdrawn, either in whole or in part unless the withdrawal is received by the proper BLM State Office before this lease, an amendment to this lease, or a separate lease, whichever covers the land described in the withdrawal, has been signed on behalf of the United States.

This offer will be rejected and will afford offeror no priority if it is not properly completed and executed in accordance with the regulations, or if it is not accompanied by the required payments. 18 U.S.C. Sec. 1001 makes it a crime for any person knowingly and willfully to make to any Department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Duly executed this _____ day of _____ 20 _____
(Signature of Lessee or Attorney-in-fact)

LEASE TERMS

Sec. 1. Rentals - Rentals shall be paid to proper office of lessor in advance of each lease year. Annual rental rates per acre or fraction thereof are:

- (a) Noncompetitive lease, \$1.50 for the first 5 years; thereafter \$2.00;
 - (b) Competitive lease, \$1.50, for the first 5 years; thereafter \$2.00;
 - (c) Other, see attachment, or
- as specified in regulations at the time this lease is issued.

If this lease or a portion thereof is committed to an approved cooperative or unit plan which includes a well capable of producing leased resources, and the plan contains a provision for allocation of production, royalties shall be paid on the production allocated to this lease. However, annual rentals shall continue to be due at the rate specified in (a), (b), or (c) for those lands not within a participating area.

Failure to pay annual rental, if due, on or before the anniversary date of this lease (or next official working day if office is closed) shall automatically terminate this lease by operation of law. Rentals may be waived, reduced, or suspended by the Secretary upon a sufficient showing by lessee.

Sec. 2. Royalties - Royalties shall be paid to proper office of lessor. Royalties shall be computed in accordance with regulations on production removed or sold. Royalty rates are:

- (a) Noncompetitive lease, 12 1/2 %;
 - (b) Competitive lease, 12 1/2 %;
 - (c) Other, see attachment; or
- as specified in regulations at the time this lease is issued.

Lessor reserves the right to specify whether royalty is to be paid in value or in kind, and the right to establish reasonable minimum values on products after giving lessee notice and an opportunity to be heard. When paid in value, royalties shall be due and payable on the last day of the month following the month in which production occurred. When paid in kind, production shall be delivered, unless otherwise agreed to by lessor, in merchantable condition on the premises where produced without cost to lessor. Lessee shall not be required to hold such production in storage beyond the last day of the month following the month in which production occurred, nor shall lessee be held liable for loss or destruction of royalty oil or other products in storage from causes beyond the reasonable control of lessee.

Minimum royalty in lieu of rental of not less than the rental which otherwise would be required for that lease year shall be payable at the end of each lease year beginning on or after a discovery in paying quantities. This minimum royalty may be waived, suspended, or reduced, and the above royalty rates may be reduced, for all or portions of this lease if the Secretary determines that such action is necessary to encourage the greatest ultimate recovery of the leased resources, or is otherwise justified.

An interest charge shall be assessed on late royalty payments or underpayments in accordance with the Federal Oil and Gas Royalty Management Act of 1982 (FOGRMA) (30 U.S.C. 1701). Lessee shall be liable for royalty payments on oil and gas lost or wasted from a lease site when such loss or waste is due to negligence on the part of the operator, or due to the failure to comply with any rule, regulation, order, or citation issued under FOGRMA or the leasing authority.

Sec. 3. Bonds - A bond shall be filed and maintained for lease operations as required under regulations.

Sec. 4. Diligence, rate of development, unitization, and drainage - Lessee shall exercise reasonable diligence in developing and producing, and shall prevent unnecessary damage to, loss of, or waste of leased resources. Lessor reserves right to specify rates of development and production in the public interest and to require lessee to subscribe to a cooperative or unit plan, within 30 days of notice, if deemed necessary for proper development and operation of area, field, or pool embracing these leased lands. Lessee shall drill and produce wells necessary to protect leased lands from drainage or pay compensatory royalty for drainage in amount determined by lessor.

Sec. 5. Documents, evidence, and inspection - Lessee shall file with proper office of lessor, not later than 30 days after effective date thereof, any contract or evidence of other arrangement for sale or disposal of production. At such times and in such form as lessor may prescribe, lessee shall furnish detailed statements showing amounts and quality of all products removed and sold, proceeds therefrom, and amount used for production purposes or unavoidably lost. Lessee may be required to provide plats and schematic diagrams showing development work and improvements and reports with respect to parties in interest, expenditures, and depreciation costs. In the form prescribed by lessor, lessee shall keep a daily drilling record, a log, information on well surveys and tests, and a record of subsurface investigations and furnish copies to lessor when required. Lessee shall keep open at all reasonable times for inspection by any authorized officer of lessor, the leased premises and all wells, improvements, machinery, and fixtures thereon, and all books, accounts, maps, and records relative to operations, surveys, or investigations on or in the leased lands. Lessee shall maintain copies of all contracts, sales agreements, accounting records, and documentation such as billings, invoices, or similar documentation that supports

costs claimed as manufacturing, preparation, and/or transportation costs. All such records shall be maintained in lessee's accounting offices for future audit by lessor. Lessee shall maintain required records for 6 years after they are generated or, if an audit or investigation is underway, until released of the obligation to maintain such records by lessor.

During existence of this lease, information obtained under this section shall be closed to inspection by the public in accordance with the Freedom of Information Act (5 U.S.C. 552).

Sec. 6. Conduct of operations - Lessee shall conduct operations in a manner that minimizes adverse impacts to the land, air, and water, to cultural, biological, visual, and other resources, and to other land uses or users. Lessee shall take reasonable measures deemed necessary by lessor to accomplish the intent of this section. To the extent consistent with lease rights granted, such measures may include, but are not limited to, modification to siting or design of facilities, timing of operations, and specification of interim and final reclamation measures. Lessor reserves the right to continue existing uses and to authorize future uses upon or in the leased lands, including the approval of easements or rights-of-way. Such uses shall be conditioned so as to prevent unnecessary or unreasonable interference with rights of lessee.

Prior to disturbing the surface of the leased lands, lessee shall contact lessor to be apprised of procedures to be followed and modifications or reclamation measures that may be necessary. Areas to be disturbed may require inventories or special studies to determine the extent of impacts to other resources. Lessee may be required to complete minor inventories or short term special studies under guidelines provided by lessor. If in the conduct of operations, threatened or endangered species, objects of historic or scientific interest, or substantial unanticipated environmental effects are observed, lessee shall immediately contact lessor. Lessee shall cease any operations that would result in the destruction of such species or objects.

Sec. 7. Mining operations - To the extent that impacts from mining operations would be substantially different or greater than those associated with normal drilling operations, lessor reserves the right to deny approval of such operations.

Sec. 8. Extraction of helium - Lessor reserves the option of extracting or having extracted helium from gas production in a manner specified and by means provided by lessor at no expense or loss to lessee or owner of the gas. Lessee shall include in any contract of sale of gas the provisions of this section.

Sec. 9. Damages to property - Lessee shall pay lessor for damage to lessor's improvements, and shall save and hold lessor harmless from all claims for damage or harm to persons or property as a result of lease operations.

Sec. 10. Protection of diverse interests and equal opportunity - Lessee shall: pay when due all taxes legally assessed and levied under laws of the State or the United States; accord all employees complete freedom of purchase; pay all wages at least twice each month in lawful money of the United States; maintain a safe working environment in accordance with standard industry practices; and take measures necessary to protect the health and safety of the public.

Lessor reserves the right to ensure that production is sold at reasonable prices; and to prevent monopoly. If lessee operates a pipeline, or owns controlling interest in a pipeline or a company operating a pipeline, which may be operated accessible to oil derived from these leased lands, lessee shall comply with section 28 of the Mineral Leasing Act of 1920.

Lessee shall comply with Executive Order No. 11246 of September 24, 1965, as amended, and regulations and relevant orders of the Secretary of Labor issued pursuant thereto. Neither lessee, nor lessee's subcontractors shall maintain segregated facilities.

Sec. 11. Transfer of lease interests and relinquishment of lease - As required by regulations, lessee shall file with lessor any assignment or other transfer of an interest in this lease. Lessee may relinquish this lease or any legal subdivision by filing in the proper office a written relinquishment, which shall be effective as of the date of filing, subject to the continued obligation of the lessee and surety to pay all accrued rentals and royalties.

Sec. 12. Delivery of premises - At such time as all or portions of this lease are returned to lessor, lessee shall place affected wells in condition for suspension or abandonment, reclaim the land as specified by lessor and, within a reasonable period of time, remove equipment and improvements not deemed necessary by lessor for preservation of producible wells.

Sec. 13. Proceedings in case of default - If lessee fails to comply with any provisions of this lease, and the noncompliance continues for 30 days after written notice thereof, this lease shall be subject to cancellation unless or until the leasehold contains a well capable of production of oil or gas in paying quantities, or the lease is committed to an approved cooperative or unit plan or communitization agreement which contains a well capable of production of unitized substances in paying quantities. This provision shall not be construed to prevent the exercise by lessor of any other legal and equitable remedy, including waiver of the default. Any such remedy or waiver shall not prevent later cancellation for the same default occurring at any other time. Lessee shall be subject to applicable provisions and penalties of FOGRMA (30 U.S.C. 1701).

Sec. 14. Heirs and successors-in-interest - Each obligation of this lease shall extend to and be binding upon, and every benefit hereof shall inure to the heirs, executors, administrators, successors, beneficiaries, or assignees of the respective parties hereto.

INSTRUCTIONS

A. General:

1. The front of this form is to be completed only by parties filing for a noncompetitive lease. The BLM will complete front of form for all other types of leases.
2. Entries **must** be typed or printed plainly in ink. Offeror **must** sign Item 4 in ink.
3. An original and two copies of this offer **must** be prepared and filed in the proper BLM State Office. See regulations at 43 CFR 1821.2-1 for office locations.
4. If more space is needed, additional sheets **must** be attached to **each** copy of the form submitted.

B. Special:

Item 1- Enter offeror's name and billing address.

Item 2 - Identify the mineral status and, if acquired lands, percentage of Federal ownership of applied for minerals. Indicate the agency controlling the surface of the land and the name of the unit or project which the land is a part. The same offer may not include both Public Domain and Acquired lands. Offeror also may provide other information that will assist

in establishing title for minerals. The description of land **must** conform to 43 CFR 3110. A single parcel number and Sale Date shall be the **only** acceptable description during the period from the first day following the end of a competitive process until the end of that same month, using the parcel number on the List of Lands Available for Competitive Nominations or the Notice of Competitive Lease Sale, whichever is appropriate.

Payments: The amount remitted **must** include the filing fee and the first year's rental at the rate of \$1.50 per acre or fraction thereof. The full rental based on the total acreage applied for **must** accompany an offer even if the mineral interest of the United States is less than 100 percent. The filing fee will be retained as a service charge even if the offer is completely rejected or withdrawn. To protect priority, it is important that the rental submitted be sufficient to cover all the land requested. If the land requested includes lots or irregular quarter-quarter sections, the exact area of which is not known to the offeror, rental should be submitted on the basis of each such lot or quarter-quarter section containing 40 acres. If the offer is withdrawn or rejected in whole or in part before a lease issues, the rental remitted for the parts withdrawn or rejected will be returned.

Item 3 - This space will be completed by the United States.

PAPERWORK REDUCTION ACT STATEMENT

The Paperwork Reduction Act of 1980 (44 U.S.C. 3501 et seq.) requires us to inform you that:

1. This information is being collected pursuant to the law.
2. This information will be used to create and maintain a record of oil and gas lease activity.
3. Response to this request is required to obtain a benefit.

NOTICE

The Privacy Act of 1974 and the regulations in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this oil and gas lease offer.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359

PRINCIPAL PURPOSE: The information is to be used to process oil and gas offers and leases.

ROUTINE USES:

- (1) The adjudication of the lessee's rights to the land or resources.
- (2) Documentation for public information in support of notations made on status records for the management, disposal, and use of public lands and resources.
- (3) Transfer to appropriate Federal agencies when consent or concurrence is required prior to granting a right in public lands or resources.
- (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION - If all the information is not provided, the offer may be rejected. See regulations at 43 CFR 3100.

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

**COMPETITIVE OIL AND GAS OR
GEOTHERMAL RESOURCES LEASE BID**

30 U.S.C. 181 et seq.; 30 U.S.C. 351-359;
30 U.S.C. 1001-1025; 42 U.S.C. 6508

FORM APPROVED
OMB NO. 1004-0074
Expires: July 31, 2003

State

Date of sale

PARCEL NUMBER

AMOUNT OF BID (*See Instructions below*)

TOTAL BID

PAYMENT SUBMITTED
WITH BID

THE BID IS FOR (*Check one*):

☐ Oil and Gas Parcel Number _____

☐ Geothermal Parcel Number _____

Name of Known Geothermal Resource Area (KGRA)

The appropriate regulations applicable to this bid are: (1) for oil and gas leases--43 CFR 3120; (2) for National Petroleum Reserve-Alaska (NPR-A) leases--43 CFR 3132; and (3) for Geothermal resources leases--43 CFR 3220. (*See details concerning lease qualifications on reverse.*)

I CERTIFY THAT I have read and am in compliance with, and not in violation of, the lessee qualification requirements under the applicable regulations for this bid.

I CERTIFY THAT this bid is not in violation of 18 U.S.C. 1860 which prohibits unlawful combination or intimidation of bidders. I further certify that this bid was arrived at independently and is tendered without collusion with any other bidder for the purpose of restricting competition.

IMPORTANT NOTICE: Execution of this form, where the offer is the high bid, constitutes a binding lease offer, including all applicable terms and conditions. Failure to comply with the applicable laws and regulations under which this bid is made shall result in rejection of the bid and forfeiture of all monies submitted.

Print or Type Name of Lessee

Signature of Lessee or Bidder

Address of Lessee

City

State

Zip Code

INSTRUCTIONS

INSTRUCTIONS FOR OIL AND GAS BID
(*Except NPR-A*)

1. Separate bid for each parcel is required. Identify parcel by the parcel number assigned in the *Notice of Competitive Lease Sale*.
2. Bid **must** be accompanied by the national minimum acceptable bid, the first year's rental and the administrative fee. The remittance **must** be in the form specified in 43 CFR 3103.1-1. The remainder of the bonus bid, if any, **must** be submitted to the proper BLM office within 10 working days after the last day of the oral auction. **Failure to submit the remainder of the bonus bid within 10 working days will result in rejection of the bid offer and forfeiture of all monies paid.**
3. If bidder is **not** the sole party in interest in the lease for which the bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.
4. This bid may be executed (*signed*) before the oral auction. If signed before the oral auction, this form cannot be modified without being executed again.
5. In view of the above requirement (4), bidder may wish to leave, AMOUNT OF BID section blank so that final bid amount may be either completed by the bidder or the Bureau of Land Management at the oral auction.

INSTRUCTIONS FOR GEOTHERMAL OR
NPR-A OIL AND GAS BID

1. Separate bid for each parcel is required. Identify parcel by the number assigned to a tract.
2. Bid **must** be accompanied by one-fifth of the total amount of bid. The remittance **must** be in the form specified in 43 CFR 3220.4 for a Geothermal Resources bid and 3132.2 for a NPR-A lease bid.
3. Mark envelope Bid for Geothermal Resources Lease in (*Name of KGRA*) or Bid for NPR-A Lease, as appropriate. Be sure correct parcel number of tract on which bid is submitted and date of bid opening are noted plainly on envelope. No bid may be modified or withdrawn unless such modification or withdrawal is received prior to time fixed for opening of bids.
4. Mail or deliver bid to the proper BLM office or place indicated in the *Notice of Competitive Lease Sale*.
5. If bidder is **not** the sole party in interest in the lease for which bid is submitted, all other parties in interest may be required to furnish evidence of their qualifications upon written request by the authorized officer.

Title 18 U.S.C. Section 1001 and Title 43 U.S.C. Section 1212 make it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious, or fraudulent statements or representations as to any matter within its jurisdiction.

(Continued on reverse)

Form 3000-2 (November 2000)

QUALIFICATIONS

For leases that may be issued as a result of this sale under the Mineral Leasing Act (The Act) of 1920; as amended, the oral bidder must: (1) Be a citizen of the United States; an association (*including partnerships and trusts*) of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, in oil and gas leases in the State identified do not exceed 246,080 acres each in public domain or acquired lands including acreage covered by this bid, of which not more than 200,000 acres are under options. If this bid is submitted for lands in Alaska, the bidder's holdings in each of the Alaska leasing districts do not exceed 300,000 acres, of which no more than 200,000 acres are under options in each district; (3) Be in compliance with Federal coal lease holdings as provided in sec. 2(a)(2)(A) of the Act; (4) Be in compliance with reclamation requirements for all Federal oil and gas holdings as required by sec. 17 of the Act; (5) Not be in violation of sec. 41 of the Act; and (6) Certify that all parties in interest in this bid are in compliance with 43 CFR Groups 3000 and 3100 and the leasing authorities cited herein.

For leases that may be issued as a result of this sale under the Geothermal Steam Act of 1970, as amended, the bidder must: (1) Be a Citizen of the United States; an association of such citizens; a municipality; or a corporation organized under the laws of the United States or of any State or Territory thereof; and (2) Be in compliance with acreage limitation requirements wherein the bidder's interests, direct and indirect, do not exceed 51,200 acres; and (3) Certify that all parties in interest in this bid are in compliance with 43 CFR Group 3200 and the leasing authority cited herein.

For leases that may be issued as a result of this sale under the Department of the Interior Appropriations Act of 1981, the bidder must: (1) Be a citizen or national of the United States; an alien lawfully admitted for permanent residence; a private, public or municipal corporation organized under the laws of the United States or of any State or Territory thereof; an association of such Citizens, nationals, resident aliens or private, public or municipal corporations, and (2) Certify that all parties in interest in this bid are in compliance with 43 CFR Part 3130 and the leasing authorities cited herein.

NOTICE

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this bid for a Competitive Oil and Gas or Geothermal Resources Lease.

AUTHORITY: 30 U.S.C. 181 et seq.; 30 U.S.C. 351-359; 30 U.S.C. 1001-1025; 42 U.S.C. 6508

PRINCIPAL PURPOSE: The information is to be used to process your bid.

ROUTINE USES: (1) The adjudication of the bidder's right to the resources for which this bid is made. (2) Documentation for public information. (3) Transfer to appropriate Federal agencies when comment or concurrence is required prior to granting a right in public lands or resources. (4)(5) Information from the record and/or the record will be transferred to appropriate Federal, State, local or foreign agencies, when relevant to civil, criminal or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: Disclosure of the information is voluntary. If all the information is not provided, your bid may be rejected.

The Paperwork Reduction Act of 1995 (44 U.S.C. 3501 et seq.) requires us to inform you that:

This information is being collected in accordance with 43 CFR 3120, 43 CFR 3130, or 43 CFR 3220.

This information will be used to determine the bidder submitting the highest bid.

Response to this request is required to obtain a benefit.

BLM would like you to know that you do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a currently valid OMB control number.

BURDEN HOURS STATEMENT

Public reporting burden for this form is estimated to average 2 hours per response including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. Direct comments regarding the burden estimate or any other aspect of this form to U.S. Department of the Interior, Bureau of Land Management, (1004-0074), Bureau Clearance Officer (WO-630), 1620 L Street, Washington, D.C. 20036

MULTIPLE MINERAL DEVELOPMENT STIPULATION

Operations will not be approved which, in the opinion of the authorized officer, would unreasonably interfere with the orderly development and/or production from a valid existing mineral lease issued prior to this one for the same lands.

THIS STIPULATION APPLIES TO ALL PARCELS

LEASE NOTICE NO. 1

Under Regulation 43 CFR 3101.1-2 and terms of the lease (BLM Form 3100-11), the authorized officer may require reasonable measures to minimize adverse impacts to other resource values, land uses, and users not addressed in lease stipulations at the time operations are proposed. Such reasonable measures may include, but are not limited to, modification of siting or design of facilities, timing of operations, and specification of interim and final reclamation measures, which may require relocating proposed operations up to 200 meters, but not off the leasehold, and prohibiting surface disturbance activities for up to 60 days.

The lands within this lease may include areas not specifically addressed by lease stipulations that may contain special values, may be needed for special purposes, or may require special attention to prevent damage to surface and/or other resources. Possible special areas are identified below. Any surface use or occupancy within such special areas will be strictly controlled or, if absolutely necessary, prohibited. Appropriate modifications to imposed restrictions will be made for the maintenance and operation of producing wells.

1. Slopes in excess of 25 percent.
2. Within 500 feet of surface water and/or riparian areas.
3. Construction with frozen material or during periods when the soil material is saturated or when watershed damage is likely to occur.
4. Within 500 feet of Interstate highways and 200 feet of other existing rights-of-way (i.e., U.S. and State highways, roads, railroads, pipelines, powerlines).
5. Within 1/4 mile of occupied dwellings.
6. Material sites.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when one or more of the above conditions exist, surface disturbing activities will be prohibited unless or until the permittee or the designated representative and the surface management agency (SMA) arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

Specific threshold criteria (e.g., 500 feet from water) have been established based upon the best information available. However, geographical areas and time periods of concern must be delineated at the field level (i.e., "surface water and/or riparian areas" may include both intermittent and ephemeral water sources or may be limited to perennial surface water).

The referenced oil and gas leases on these lands are hereby made subject to the stipulation that the exploration or drilling activities will not interfere materially with the use of the area as a materials site/free use permit. At the time operations on the above lands are commenced, notification will be made to the appropriate agency. The name of the appropriate agency may be obtained from the proper BLM Field Office.

THIS NOTICE APPLIES TO ALL PARCELS

LEASE NOTICE NO. 2

BACKGROUND:

The Bureau of Land Management (BLM), by including National Historic Trails within its National Landscape Conservation System, has recognized these trails as national treasures. Our responsibility is to review our strategy for management, protection, and preservation of these trails. The National Historic Trails in Wyoming, which include the Oregon, California, Mormon Pioneer, and Pony Express Trails, as well as the Nez Perce Trail, were designated by Congress through the National Trails System Act (P.L. 90-543; 16 U.S.C. 1241-1251) as amended through P.L. 106-509 dated November 13, 2000. Protection of the National Historic Trails is normally considered under the National Historic Preservation Act (P.L. 89-665; 16 U.S.C. 470 et seq.) as amended through 1992 and the National Trails System Act. Additionally, Executive Order 13195, A Trails for America in the 21st Century,[®] signed January 18, 2001, states in Section 1: A Federal agencies will...protect, connect, promote, and assist trails of all types throughout the United States. This will be accomplished by: (b) Protecting the trail corridors associated with national scenic trails and the high priority potential sites and segments of national historic trails to the degrees necessary to ensure that the values for which each trail was established remain intact.[®] Therefore, the BLM will be considering all impacts and intrusions to the National Historic Trails, their associated historic landscapes, and all associated features, such as trail traces, grave sites, historic encampments, inscriptions, natural features frequently commented on by emigrants in journals, letters and diaries, or any other feature contributing to the historic significance of the trails. Additional National Historic Trails will likely be designated amending the National Trails System Act. When these amendments occur, this notice will apply to those newly designated National Historic Trails as well.

STRATEGY:

The BLM will proceed in this objective by conducting a viewshed analysis on either side of the designated centerline of the National Historic Trails in Wyoming, except, at this time, for the Nez Perce Trail, for the purpose of identifying and evaluating potential impacts to the trails, their associated historic landscapes, and their associated historic features. Subject to the viewshed analysis and archaeological inventory, reasonable mitigation measures may be applied. These may include, but are not limited to, modification of siting or design of facilities to camouflage or otherwise hide the proposed operations within the viewshed. Additionally, specification of interim and final reclamation measures may require relocating the proposed operations within the leasehold. Surface disturbing activities will be analyzed in accordance with the National Environmental Policy Act of 1969 (P.L. 91-190; 42 U.S.C. 4321-4347) as amended through P.L. 94-52, July 3, 1975 and P.L. 94-83, August 9, 1975, and the National Historic Preservation Act, supra, to determine if any design, siting, timing, or reclamation requirements are necessary. This strategy is necessary until the BLM determines that, based on the results of the completed viewshed analysis and archaeological inventory, the existing land use plans (Resource Management Plans) have to be amended.

The use of this lease notice is a predecisional action, necessary until final decisions regarding surface disturbing restrictions are made. Final decisions regarding surface disturbing restrictions will take place with full public disclosure and public involvement over the next several years if BLM determines that it is necessary to amend existing land use plans.

GUIDANCE:

The intent of this notice is to inform interested parties (potential lessees, permittees, operators) that when any oil and gas lease contains remnants of National Historic Trails, or is located within the viewshed of a National Historic Trails= designated centerline, surface disturbing activities will require the lessee, permittee, operator or, their designated representative, and the surface management agency (SMA) to arrive at an acceptable plan for mitigation of anticipated impacts. This negotiation will occur prior to development and become a condition for approval when authorizing the action.

THIS NOTICE APPLIES TO ALL PARCELS

ATTACHMENT TO EACH LEASE

NOTICE TO LESSEE

Provisions of the Mineral Leasing Act (MLA) of 1920, as amended by the Federal Coal Leasing Amendments Act of 1976, affect an entity's qualifications to obtain an oil and gas lease. Section 2(a)(2)(A) of the MLA, 30 U.S.C. 201 (a)(2)(A), requires that any entity that holds and has held a Federal coal lease for 10 years beginning on or after August 4, 1976, and who is not producing coal in commercial quantities from each such lease, cannot qualify for the issuance of any other lease granted under the MLA. Compliance by coal lessees with Section 2(a)(2)(A) is explained in 43 CFR 3472.

In accordance with the terms of this oil and gas lease, with respect to compliance by the initial lessee with qualifications concerning Federal coal lease holdings, all assignees and transferees are hereby notified that this oil and gas lease is subject to cancellation if: (1) the initial lessee as assignor or as transferor has falsely certified compliance with Section 2(a)(2)(A), or (2) because of a denial or disapproval by a State Office of a pending coal action, i.e., arms-length assignment, relinquishment, or logical mining unit, the initial lessee as assignor or as transferor is no longer in compliance with Section 2(a)(2)(A). The assignee, sublessee or transferee does not qualify as a bona fide purchaser and, thus, has no rights to bona fide purchaser protection in the event of cancellation of this lease due to noncompliance with Section 2(a)(2)(A).

Information regarding assignor, sublessor or transferor compliance with Section 2(a)(2)(A) is contained in the lease case file as well as in other Bureau of Land Management records available through the State Office issuing this lease.

THIS STIPULATION APPLIES TO ALL PARCELS

The U.S. Fish and Wildlife Service (FWS) has proposed for listing under the Endangered Species Act (ESA) of 1973, the mountain plover (*Charadrius montanus*) as a threatened species. A listing package has been sent to the Director of FWS in Washington, D.C. for review/approval. The listing is very likely in the near future. Mountain plovers migrate to Wyoming to nest each year and are confirmed to nest in every county. Even though they arrive in early April and complete their nesting by the middle of July, alteration of habitat throughout the rest of the year can have a detrimental effect on these birds as they generally return to the same location to nest each year. The exploration and development of oil and gas leases may have a detrimental effect on mountain plovers and their habitat. Some of the land encompassed in the lease parcels described in the February 4, 2003, *Notice of Competitive Oil and Gas Lease Sale* contain habitat for the mountain plover and have been designated as such. Most of the parcels have not been specifically inventoried for the presence or absence of mountain plovers, so reliable information is not available at this time. This information notice is to alert potential purchasers that all of the parcels in this sale are subject to the ESA and may contain habitat for mountain plovers (even if not specifically denoted herein). Inventories will be required when potential mountain plover habitat exists within a lease parcel. If the birds are then found to be present, then additional protective measures most likely will be added to allow for any disturbing activities. If a lease parcel contains no mountain plover habitat or if the birds are not present, then the lease parcel may be developed without restrictions for mountain plovers. If at a later date mountain plovers occupy previously unoccupied habitat within a lease parcel, then additional protective measures will most likely be added. Please see section 6 of the Lease Terms for additional information regarding threatened or endangered species.

NO SURFACE OCCUPANCY STIPULATION - NSO

No surface occupancy or use is allowed on the lands described below (legal subdivision or other description).

NSO (1)

For the purpose of:

NSO (2)

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

TIMING LIMITATION STIPULATION - TLS

No surface use is allowed during the following time period(s). This stipulation does not apply to operation and maintenance of production facilities.

TLS (1)

On the lands described below:

TLS (2)

For the purpose of (reasons):

TLS (3)

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

CONTROLLED SURFACE USE STIPULATION - CSU

Surface occupancy or use is subject to the following special operating constraints.

CSU (1)

On the lands described below:

CSU (2)

For the purpose of:

CSU (3)

Any changes to this stipulation will be made in accordance with the land use plan and/or the regulatory provisions for such changes. (For guidance on the use of this stipulation, see BLM Manual 1624 and 3101 or FS Manual 1950 and 2820.)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

LEASE STIPULATIONS
BUREAU OF RECLAMATION

The lessee agrees to maintain, if required by the lessor during the period of this lease, including any extension thereof, an additional bond with qualified sureties in such sum as the lessor, if it considers that the bond required under Section 2(a) is insufficient, may at any time require:

(a) to pay for damages sustained by any reclamation homestead entryman to his crops or improvements caused by drilling or other operations of the lessee, such damages to include the reimbursement of the entryman by the lessee, when he uses or occupies the land of any homestead entryman, for all construction and operation and maintenance charges becoming due during such use or occupation upon any portion of the land so used and occupied;

(b) to pay any damage caused to any reclamation project or water supply thereof by the lessee's failure to comply fully with the requirements of this lease; and

(c) to recompense any nonmineral applicant, entryman, purchaser under the Act of May 16, 1930 (46 Stat. 367), or patentee for all damages to crops or to tangible improvements caused by drilling or other prospecting operations, where any of the lands covered by this lease are embraced in any non-mineral application, entry, or patent under rights initiated prior to the date of this lease, with a reservation of the oil deposits, to the United States pursuant to the Act of July 17, 1914 (38 Stat. 509).

As to any lands covered by this lease within the area of any Government reclamation project, or in proximity thereto, the lessee shall take such precautions as required by the Secretary to prevent any injury to the lands susceptible to irrigation under such project or to the water supply thereof; *provided* that drilling is prohibited on any constructed works or right-of-way of the Bureau of Reclamation, and *provided, further*, that there is reserved to the lessor, its successors and assigns, the superior and prior right at all times to construct, operate, and maintain dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures, and reclamation works, in which construction, operation, and maintenance, the lessor, its successors and assigns, shall have the right to use any or all of the lands herein described without making compensation therefor, and shall not be responsible for any damage from the presence of water thereon or on account of ordinary, extraordinary, unexpected, or unprecedented floods. That nothing shall be done under this lease to increase the cost of, or interfere in any manner with, the construction, operation, and maintenance of such works. It is agreed by the lessee that, if the construction of any or all of said dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone or telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures or reclamation works across, over, or upon said lands should be made more expensive by reason of the existence of the improvements and workings of the lessee thereon, said additional expense is to be estimated by the

Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty (30) days after demand is made upon the lessee for payment of any such sums, the lessee will make payment thereof to the United States, or its successors, constructing such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, appurtenant irrigation structures, or reclamation works, across, over, or upon said lands; *provided, however*, that subject to advance written approval by the United States, the location and course of any improvements or works and appurtenances may be changed by the lessee; *provided, further*, that the reservations, agreements, and conditions contained in the within lease shall be and remain applicable notwithstanding any change in the location or course of said improvements or works of lessee. The lessee further agrees that the United States, its officers, agents, and employees, and its successors and assigns shall not be held liable for any damage to the improvements or workings of the lessee resulting from the construction, operation, and maintenance of any of the works hereinabove enumerated. Nothing in this paragraph shall be construed as in any manner limiting other reservations in favor of the United States contained in this lease.

THE LESSEE FURTHER AGREES That there is reserved to the lessor, its successors and assigns, the prior right to use any of the lands herein leased, to construct, operate, and maintain dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures, and also the right to remove construction materials therefrom, without any payment made by the lessor or its successors for such right, with the agreement on the part of the lessee that if the construction of any or all of such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands or the removal of construction materials therefrom, should be made more expensive by reason of the existence of improvements or workings of the lessee thereon, such additional expense is to be estimated by the Secretary of the Interior, whose estimate is to be final and binding upon the parties hereto, and that within thirty (30) days after demand is made upon the lessee for payment of any such sums, the lessee will make payment thereof to the United States or its successors constructing such dams, dikes, reservoirs, canals, wasteways, laterals, ditches, telephone and telegraph lines, electric transmission lines, roadways, or appurtenant irrigation structures across, over, or upon said lands or removing construction materials therefrom. The lessee further agrees that the lessor, its officers, agents, and employees and its successors and assigns shall not be held liable for any damage to the improvements or workings of the lessee resulting from the construction, operation, and maintenance of any of the works herein above enumerated. Nothing contained in this paragraph shall be construed as in any manner limiting other reservations in favor of the lessor contained in this lease.

SPECIAL STIPULATION - BUREAU OF RECLAMATION

To avoid interference with recreation development and/or impacts to fish and wildlife habitat and to assist in preventing damage to any Bureau of Reclamation dams, reservoirs, canals, ditches, laterals, tunnels, and related facilities, and contamination of the water supply therein, the lessee agrees that the following conditions shall apply to all exploration and developmental activities and other operation of the works thereafter on lands covered by this lease:

1. Prior to commencement of any surface-disturbing work including drilling, access road work, and well location construction, a surface use and operations plan will be filed with the appropriate officials. A copy of this plan will be furnished to the Regional Director, Great Plains Region, Bureau of Reclamation, P.O. Box 36900, Billings, MT 59107-6900, for review and consent prior to approval of the plan. Such approval will be conditioned on reasonable requirements needed to prevent soil erosion, water pollution, and unnecessary damages to the surface vegetation and other resources, including cultural resources, of the United States, its lessees, permittees, or licensees, and to provide for the restoration of the land surface and vegetation. The plan shall contain provisions as the Bureau of Reclamation may deem necessary to maintain proper management of the water, recreation, lands, structures, and resources, including cultural resources, within the prospecting, drilling, or construction area.

Drilling sites for all wells and associated investigations such as seismograph work shall be included in the above-mentioned surface use and operation plan.

If later explorations require departure from or additions to the approved plan, these revisions or amendments, together with a justification statement for proposed revisions, will be submitted for approval to the Regional Director, Great Plains Region, Bureau of Reclamation, or his authorized representative.

Any operations conducted in advance of approval of an original, revised, or amended prospecting plan, or which are not in accordance with an approved plan constitute a violation of the terms of this lease. The Bureau of Reclamation reserves the right to close down operations until such corrective action, as is deemed necessary, is taken by the lessee.

2. No occupancy of the surface of the following excluded areas is authorized by this lease. It is understood and agreed that the use of these areas for Bureau of Reclamation purposes is superior to any other use. The following restrictions apply only to mineral tracts located within the boundary of a Bureau of Reclamation project where the United States owns 100 percent of the fee mineral interest.

- a. Within 500 feet on either side of the centerline of any and all roads or highways within the leased area.
- b. Within 200 feet on either side of the centerline of any and all trails within the leased area.
- c. Within 500 feet of the normal high-water line of any and all live streams in the leased area.
- d. Within 400 feet of any and all recreation developments within the leased area.
- e. Within 400 feet of any improvements either owned, permitted, leased, or otherwise authorized by the Bureau of Reclamation within the leased area.
- f. Within 200 feet of established crop fields, food plots, and tree/shrub plantings within the leased area.
- g. Within 200 feet of slopes steeper than a 2:1 gradient within the leased area.
- h. Within established rights-of-way of canals, laterals, and drainage ditches within the leased area.
- i. Within a minimum of 500 feet horizontal from the centerline of the facility or 50 feet from the outside toe of the canal, lateral, or drain embankment, whichever distance is greater, for irrigation facilities without clearly marked rights-of-way within the leased area.

j. Providing that appropriate environmental compliance measures can be ensured, and providing further that Reclamation project works and other public interests can be protected, Reclamation may consider, on a case-by-case basis, waiving the requirements specified in Section 2 hereof. **HOWEVER, LESSEES ARE ADVISED THAT OBTAINING SUCH A WAIVER CAN BE A DIFFICULT, TIME CONSUMING, AND COSTLY PROCESS WITH NO GUARANTEE THAT RECLAMATION WILL GRANT THE REQUESTED WAIVER**

3. No occupancy of the surface or surface drilling will be allowed in the following areas. In addition, no directional drilling will be allowed that would intersect the subsurface zones delineated by a vertical plane in these areas. The following restrictions apply only to mineral tracts located within the boundary of a Bureau of Reclamation project where the United States owns 100% of the fee mineral interest.

a. Within 1,000 feet of the maximum water surface, as defined in the Standard Operating Procedures (SOP), of any reservoirs and related facilities located within the leased area.

b. Within 2,000 feet of dam embankments and appurtenance structures such as spillway structures, outlet works, etc.

c. Within one-half (1/2) mile horizontal from the centerline of any tunnel within the leased area.

d. Providing that appropriate environmental compliance measures can be ensured, and providing further that Reclamation project works and other public interests can be protected, Reclamation may consider, on a case-by-case basis, waiving the requirements specified in Section 3 hereof. **HOWEVER, LESSEES ARE ADVISED THAT OBTAINING SUCH A WAIVER CAN BE A DIFFICULT, TIME CONSUMING, AND COSTLY PROCESS WITH NO GUARANTEE THAT RECLAMATION WILL GRANT THE REQUESTED WAIVER.**

4. The distances stated in items 2 and 3 above are intended to be general indicators only. The Bureau of Reclamation reserves the right to revise these distances as needed to protect Bureau of Reclamation facilities.

5. The use of explosives in any manner shall be so controlled that the works and facilities of the United States, its successors and assigns, will in no way be endangered or damaged. In this connection, an explosives use plan shall be submitted to and approved by the Regional Director, Great Plains Region, Bureau of Reclamation, or his authorized representative.

6. The lessee shall be liable for all damage to the property of the United States, its successors and assigns, resulting from the exploration, development, or operation of the works contemplated by this lease, and shall further hold the United States, its successors and assigns, and its officers, agents, and employees, harmless from all claims of third parties for injury or damage sustained or in any way resulting from the exercise of the rights and privileges conferred by this lease.

7. The lessee shall be liable for all damage to crops or improvements of any entryman, nonmineral applicant, or patentee, their successors and assigns, caused by or resulting from the drilling or other operations of the lessee, including reimbursement of any entryman or patentee, their successors and assigns, for all construction, operation, and maintenance charges becoming due on any portion of their said lands damaged as a result of the drilling or other operations of the lessee.

8. In addition to any other bond required under the provisions of this lease, the lessee shall provide such bond as the United States may at any time require for damages which may arise under the liability provisions of sections six (6) and seven (7) above.

THIS STIPULATION APPLIES TO PARCEL(S): WY-0302-029

SPECIAL AIR FORCE STIPULATION

1. The Air Force has no obligations to issuance of new oil and gas leases within the Sioux Ordnance Depot at the following locations: Township 15 North, Range 50 West, 6th PM, Cheyenne County, Nebraska. Sections: 32: ALL and 33: ALL
2. Air Force cables run across sections 33. Should lessee construct oil or gas pipelines across any Air Force cables, a consent to cross must be obtained.
3. Request a stipulation be inserted in the lease, that lessee contact Cable Affairs Office at phone 307-773-2700 prior to any and all excavation or drilling.
4. If you require further assistance please contact the base Real Property Officer Mr. Robert Slesman at 307-773-5113.

THIS STIPULATION APPLIES TO PARCEL WY-0302-038